

Online Sales Regulations

Speed-Day sp. z o.o.

I. General provisions

The Regulations determine the principles for the use of the Internet Portal operated by the Seller in the field of sales of tickets and carnets entitling to participation in sports events organised by the Seller as well as the principles for the purchase of the goods offered to the Buyers.

The Regulations are made available on the Internet Portal in the domain: www.speed-day.pl in a manner allowing the Buyers to its acquisition, recovery and recording of its contents.

II. Definitions

The terms used herein shall have the following meanings:

1. Seller – Speed-Day spółka z ograniczoną odpowiedzialnością (a limited liability company) with registered office in Poznań at ul. Karpia 22c/16, entered in the National Court Register under number 0000471030, having Tax Identification Number (NIP): 9721245067, Statistical Number (REGON): 302484688, telephone number: +48 733 345 300, e-mail address: biuro@speed-day.pl, which within business activity conducting organises sports events, the tickets and carnets for which are sold through the Internet Portal, and which sells the provided goods through the Internet Portal.
2. Internet Portal – a website managed by the Seller, allowing the Buyers to conclude Sales Agreements or Service Agreements in the field of a sports event.
3. Sales Agreement – an agreement concluded through the Internet Portal under the principles resulting herefrom between the Seller and the Buyer, the subject of which is sales of the goods to the Buyer.
4. Service Agreement – an agreement concluded through the Internet Portal under the principles resulting herefrom between the Seller and the Buyer, the subject of which is provision of a service or services connected with sports events to the Buyer.
5. Agreement – it covers the Sales Agreement and the Service Agreement.
6. Regulations – these Online Sales Regulations.

III. General terms & conditions for use of the online sales

1. The Buyer may use the Internet Portal through the devices communicating with the Internet (computer, telephone), with the use of an Internet browser.
2. The Buyer using the Internet Portal in order to purchase a ticket/carnet or goods shall be obliged to acquaint him-/herself with and to accept the terms & conditions hereof.
3. The Seller shall not be liable for the potential losses connected with provision of untrue, invalid or incomplete data by the Buyer in the forms determined in section REGISTRATION as well as for a failure of the Buyer to observe the provisions hereof. The data provided by the Buyer may not violate the legal provisions being currently in force as well as the personality rights and other rights of any third parties.

4. The Seller shall not be liable for improper manner of use of the Internet Portal by the Buyer, including the manner that is incompliant herewith, as well as for the consequences resulting therefrom.
5. The use of the name and the logo of the Seller by the Buyer shall be prohibited, with exception of the situations expressly determined herein or in case when the use of the subjects of the copyrights and industrial property determined in this point is possible under an express written consent of the Seller or entitled third parties (including manufacturers or distributors of the goods).
6. The Buyer shall be obliged not to disclose his/her login and access password used for logging through the Internet Portal to any third parties.

IV. Registration

1. The Buyer may purchase the goods through the Internet Portal both registering thereto and without such registration. In case of purchases without registration, the Buyer shall be required to provide the address data allowing for shipment of the purchased goods.
2. Placing an order for a ticket/carnet entitling to participation in a sports event, the Buyer shall be obliged to register to the Internet Portal by completing a form inserted thereon.
3. In case of a legal person and an organisational unit not having legal personality, the registration as well as any further activities of this entity connected with the purchase or placement of an order may be made solely by a person empowered to performance of any activities connected with the registration on behalf of this entity as well as to exercising of any rights and to fulfilment of any obligations of this entity as the Buyer.
4. The Seller may require authentication of the data by the Buyer, also in case of an update of the data of the Buyer, through sending of the required documents to the Seller.
5. In case of any change of the data of the Buyer provided upon registration, the Buyer should update it before the next purchase.

V. Order placement and Agreement conclusion

1. The Buyer shall be entitled to purchase the goods through the Internet Portal 24 hours a day, seven days in a week, 365 days in a year, subject to other provisions hereof, in particular the provisions relating to the technical breaks.
2. Before placement of an order, the Buyer shall place the selected goods to be bought in the basket. The virtual basket is a tool allowing the Buyer to aggregate the selected goods before their purchasing, recalculate the value of the goods collected in the basket and recalculate the delivery costs. During selection of the goods, the Buyer may freely manage the contents of the basket through adding the next goods to the basket or removing them therefrom.
3. After the final selection of the goods to be bought, the Buyer shall be directed to an online form used for placement of orders through the Internet Portal. The order placement form may consist of constituent forms used for determination of:
 - a) the delivery address,
 - b) the method of delivery,
 - c) the manner of payment for the goods.

4. The Buyer shall determine the delivery address through completion of the form determined in section REGISTRATION. The ordered goods shall be delivered to the address determined in compliance with provisions of this section.
5. Before placement of an order for tickets/carnets relating to participation in sports events, the Buyer shall mark the day or the period of provision of such service. After the final selection, the Buyer shall be directed to an online form used for placement of orders through the Internet Portal.
6. The placement of an order shall constitute an offer in the meaning of the Civil Code, made by the Buyer to the Seller. After receipt of the order, the Seller shall verify whether the order has been placed in a correct manner (in compliance with provisions hereof).
7. In case when the Seller ascertains that the order has been placed in an incorrect manner, the Seller shall inform the Buyer on this fact.
8. After placement of a correct order, the Seller shall immediately send information to the Buyer on order acceptance to the e-mail address provided upon placement of the order or upon registration. The Agreement shall be concluded upon sending of the information on order acceptance (Agreement conclusion confirmation) by the Seller to the Buyer.
9. In case of a Service Agreement, the Seller shall send information on a booking of participation in a given sports event to the e-mail address of the Buyer, confirming the day or the period, for which the Agreement is to be concluded.
10. In case when the provided data is incomplete, the Seller shall contact the Buyer in order to supplement it. If contact with the Buyer is not possible, the Seller shall be entitled to cancel the order.

VI. Price payment

1. Payment for the goods purchased by the Buyer in the store (price plus delivery costs) and for the tickets/carnets for the selected sports events shall be made via bank transfer to the indicated bank account or by cash in the Speed Day office as well as under the principles determined by the Seller.
2. The prices of the tickets and carnets are included in the pricelists of the sports events. All prices determined on the Internet Portal are gross prices including the tax on goods and services (VAT) in the amount resulting from separate provisions.
3. The costs of delivery of the ordered goods to the Buyer are determined separately.
4. The Buyer shall purchase the goods and the tickets/carnets for the sports events at the prices and in the amount of the delivery costs being in force at the time of placement of the order. The amount of the costs of delivery of the goods depends on the method of delivery selected by the Buyer.
5. The Seller reserves the right to change the prices and the amount of the costs of delivery of the goods, in particular in case of a change of the pricelists of services rendered by the entities realising the deliveries. This provision shall not be applicable to the already realised orders.
6. In case of ascertainment of lack of payment to the bank account of the Seller within 7 days from the order placement date, the Seller may cancel the order.

VII. Delivery of the goods and liability of the Seller

1. The goods shall be sent within 5 working days from payment receipt.
2. The Seller shall be obliged to deliver the goods that are free from any defects to the Buyer.
3. The delivery shall be realised to the address determined by the Buyer.

4. If the Seller may not realise the order due to unavailability of the goods, it shall inform the Buyer thereon immediately, however not later than within 14 days from the date of Agreement conclusion, and shall return the whole amount received from the Buyer if any amount has already been paid.
5. The Buyer should check the condition of the goods after delivery of the consignment in the presence of a representative of the entity realising the delivery (a courier, a postal operator, etc.).
6. The Seller shall not be liable for a failure to deliver the goods due to reasons attributable to the Buyer – e.g. as a result of determination of an incorrect delivery address. If the goods return to the Seller, the Seller shall allow the Buyer – as far as possible – to collect the goods from a determined place, e.g. from the premises of the Seller, unless the parties agree on another manner of provision of the goods to the Seller. The goods shall be provided at the cost of the Buyer.
7. The detailed time of order realisation depends on the selected method of delivery and is determined on the website of the store.
8. If the Seller may not provide the service ordered by the Buyer due to a temporary inability to provide it, upon consent of the Buyer the Seller may realise a substitute service of the same quality and for the same price or may realise the service in different time.

VIII. Personal data protection

1. Personal data of the Buyers being natural persons shall be processed by the Seller as the personal data controller for the purposes of provision of services by the Seller as well as for marketing purposes connected with functioning of the company. The gathered data shall be processed in compliance with provisions of the Personal Data Protection Act dated of 29 August 1997 and of the Act on Electronic Provision of Services dated of 18 July 2002. Provision of the personal data by the Buyer is voluntary.
2. Participation of the Buyer in a sports event organised by Speed-Day sp. z o.o. shall be synonymous with expression of a consent by the Buyer to processing of his/her personal data connected with organisation of the event determined above as well as publishing of the photos and results on the websites of the organiser. The Buyer shall be entitled to access his/her personal data, to correct it and to demand discontinuation of its processing. The demand for discontinuation of personal data processing shall be synonymous with resignation from participation in the event.
3. The personal data of the Buyer may be provided to third parties solely for the purposes of and in the extent necessary for proper realisation of services provided hereunder, in particular to: paramedics and doctors performing rescue activities in case of a fall as well as to courier companies and postal operators in order to ship the consignment.
4. The personal data of the Buyer may be provided to entities authorised to obtain it under applicable legal provisions, including competent judicial authorities.
5. The Seller guarantees the Buyers, the personal data of which is processed by it, realisation of the entitlements resulting from the Personal Data Protection Act, including the right to access to own personal data and to correct it as well as the right to control the processing of own personal data under the principles described in the Act under consideration.
6. Within realisation of the right to control the processing of own personal data, the Buyer shall be entitled in particular to lodge a written justified request for discontinuation of processing of his/her personal data due to his/her special situation as well as to raise an objection against processing of

his/her data if the Seller intends to process it for marketing purposes or against provision of the personal data of the Buyer by the Seller to other data controller than the Seller.

7. The confidential information relating to the Buyers, including personal data of the Buyers, shall be protected by the Seller against its provision to unauthorised persons as well as against other cases of its disclosure or loss as well as against its destruction or unauthorised modification, through application of proper technical and organisational protections.

IX. Complaint procedure

1. The Buyer may lodge complaints relating to the Agreement to the Seller.
2. A complaint should be lodged in an electronic form to the e-mail address: biuro@speed-day.pl or in written form to the address of the Seller: Speed-Day Sp. z o.o., ul. Karpia 22c/16, 61-619 Poznań. A properly lodged complaint should contain at least:
 - a. name, surname, address and e-mail address of the Buyer,
 - b. date of conclusion of the Sales Agreement constituting the basis of the complaint,
 - c. subject of the complaint, with determination of the request of the Buyer,
 - d. all circumstances justifying the complaint,
 - e. a receipt, an invoice or another evidence confirming the purchase.
3. The Seller may refuse to examine the complaint if despite a request for supplementation, the data determined by the Buyer is insufficient for examination of the complaint, including identification of the Agreement that the complaint relates to or the data allowing for contact with the Buyer.
4. The complaint shall be examined within 14 days from the date of receipt of a correctly lodged complaint by the Seller.
5. The Buyer shall be informed on complaint settlement via e-mail or traditional mail.

X. Withdrawal from a Sales Agreement for goods

1. Under the Act on Consumer Rights, the Buyer being a consumer may withdraw from the Sales Agreement for goods in writing, without determination of the reasons, within 14 days from the date, on which the Buyer took the goods into his/her possession.
2. In order to withdraw from the Agreement, the Buyer shall inform the Seller on his/her decision to withdraw from the Agreement in the course of an unambiguous representation (for example a letter sent via mail or e-mail) to the address: Speed-Day Sp. z o.o., ul. Karpia 22c/16, 61-619 Poznań or to the e-mail address: biuro@speed-day.pl.
3. The Buyer may use a withdrawal form template determined by the Seller, yet it shall not be obligatory. In order to meet the deadline for withdrawal from the Agreement, it shall be sufficient for the Buyer to send the information relating to the exercise of the right vested to him/her before expiry of the deadline for withdrawal of the Agreement.
4. In case of withdrawal from the Agreement, the Agreement shall be considered as non-concluded. The elements provided by the parties shall be returned in an unchanged condition. The Buyer shall be responsible solely for impairment of an object resulting from using it in another way than it was necessary to ascertain the nature, the features and the functioning of the object.
5. If the Buyer received an object in connection with the Agreement, the object should be returned immediately, not later than within fourteen days from the day, on which the Buyer informed the Seller on withdrawal from the Agreement, to the address: Speed-Day Sp. z o.o., ul. Karpia 22c/16, 61-619 Poznań.

6. The deadline shall be met if the Buyer sends the object back before expiry of the 14-day time limit. The cost of sending of the goods back to the Seller shall be borne by the Buyer.
7. In case of withdrawal from the Agreement, the Seller shall return all payments received from the Buyer to the Buyer immediately and in each case not later than within 14 days from the day, on which the Seller was informed on the decision of the Buyer on exercising of the right to withdraw from the Agreement. The Seller shall return the payment by the same methods as the ones that were used by the Buyer in the original transaction unless the Buyer expressly consented to another solution; in each case, the Buyer shall not incur any fees in connection with this return. The Seller may suspend the return of the payment by the time of receipt of the object or by the time of delivery of evidence of its sending to the Seller, whichever happens earlier.

XI. Cancellation of a booking for a sports event

1. The right to withdraw from the Agreement shall not be vested to the Buyer in relation to:
 - a) a Service Agreement if the Seller performed the service in its entirety upon express consent of the Buyer, which had been informed before commencement of the service that after realisation of the service by the entrepreneur he/she would lose the right to withdraw from the Agreement;
 - b) a Service Agreement in the field of other accommodation than residential one, transport of objects, car rental, catering services, services connected with rest, entertainment, **sports events** or cultural events, if the day or the period of service provision was determined in the Agreement.
2. The Buyer may cancel a booking for a given sports event before its commencement or may change the booked date. Cancellation of the booking or its change shall require sending of a representation to the address of the Seller or via e-mail (e-mail address: magda@speed-day.pl).
3. Cancellation of a booking:
 - from 4 days to 1 day before commencement of a sports event – shall result in charging of the Buyer with 20% of the costs of purchase of a given service,
 - on the day of the sports event – shall result in charging of the Buyer with 100% of the costs of purchase of a given service.
4. Resignation from participation in a booked sports event without earlier notification of the Seller shall result in coverage of 100% of the costs of participation of the Buyer in a given event.

XII. Technical breaks

1. The Seller shall not bear any liability for lack of access to the Internet Portal caused by the factors beyond control of the Seller as well the consequences thereof.
2. The Seller reserves the right to technical breaks in the access to the Internet Portal caused by its technical servicing, maintenance works or works on improvement of its functionality, on which the Seller shall inform on its website as far as possible. At the same time, the Seller undertakes to make all efforts in order for the aforementioned breaks to take place at night and be as short as possible.

XIII. Final provisions

1. The Seller reserves the right to amend the provisions hereof. The amendment shall enter into force upon publishing of the amended Regulations on the Internet Portal. The amendment hereof shall not be applicable to the Agreements concluded before entry of the new Regulations into force.
2. In case of conclusion of Agreement after entry of the amended Regulations into force, the Buyer shall be asked to accept the new Regulations.
3. Provisions of generally applicable Polish law, including in particular provisions of the Civil Code, of the Personal Data Protection Act, of the Act on Electronic Provision of Services as well as of the Act on Consumer Rights, shall be applicable to all issues not governed herein.
4. Any disputes between the parties shall be settled by a competent common court.
5. These Regulations shall enter into force as of 25 December 2014.